



MEMORANDUM

Agenda Item No. 7(J)(1)(B)

TO: Honorable Chairperson Barbara Carey-Shuler, Ed.D,
and Members, Board of County Commissioners

DATE: April 13, 2004

FROM: George M. Burgess
County Manager

SUBJECT: Second Amendment to
the Interlocal
Agreement between
Miami-Dade County
and the City of Hialeah
for the Provision of
Public Transportation

A handwritten signature in black ink, appearing to read "Burgess", is written over the printed name of George M. Burgess.

RECOMMENDATION

It is recommended that the Board approve the Second Amendment to the Interlocal Agreement between Miami-Dade County and the City of Hialeah to allow the City to reconfigure its four-route municipal circulator system into a two-route system and to expand service into Hialeah Gardens under an agreement between the two cities.

This Second Amendment is required because the proposed re-alignments change more than 25% of the current service in the Agreement approved by the Board on June 4, 2002 (Resolution No. R-582-02). Service on the re-configured route structure will begin in the Spring of 2004.

BACKGROUND

Miami-Dade County is responsible for coordinating transit operations within the County, and, through Interlocal Agreements, to delegate transit operations to municipalities. On September 7, 2000, the Board approved the Interlocal Agreement between Miami-Dade County and the City of Hialeah for the provision of public transportation services (Resolution No. R-930-00). The Agreement permitted the City to operate local circulator routes, which would complement Metrobus service. The term of the Agreement was two years with three, one-year options for renewal.

The First Amendment to the Interlocal Agreement was approved by the City and the Board when the City decided to revise the route structure prior to implementation. The term of the Interlocal Agreement was also modified to a period of five years. The First Amendment was adopted by the Board on June 4, 2002 (Resolution No. R-582-02).

Experience gained by the City during the initial period of circulator service operation resulted in a plan for further route changes. During this time the City of Hialeah was approached by the City of Hialeah Gardens for extension of the circulator service into Hialeah Gardens.

Honorable Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners
Page 2

Provisions of the Interlocal Agreement require that the City of Hialeah operate a minimum of 70% of its Circulator system within its City limits. The proposed changes submitted by the City meet that requirement. Attached is a route map depicting the new service.

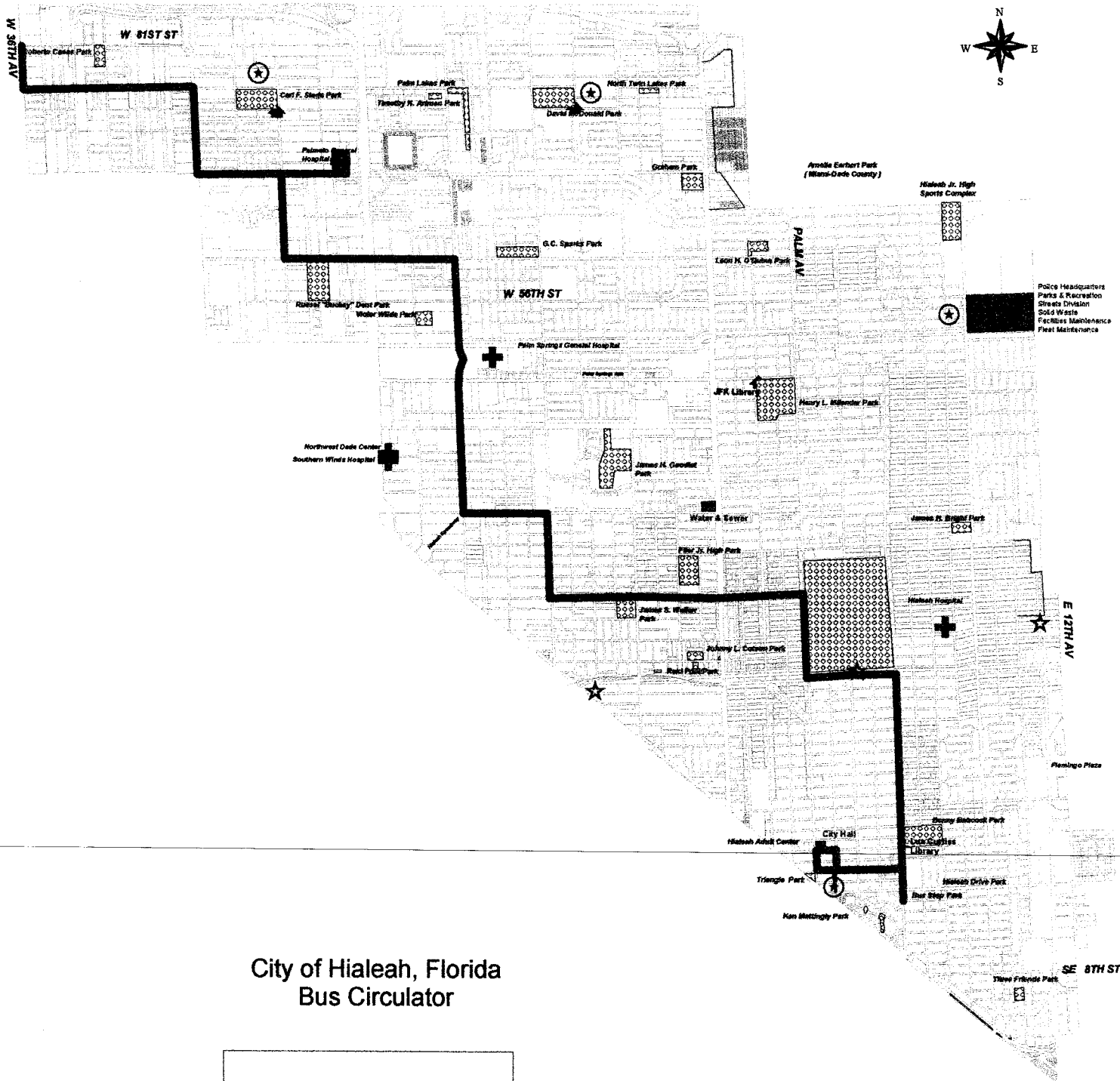
FISCAL IMPACT

Funding for the service will be the responsibility of the City of Hialeah. No Miami-Dade County funds will be used.

 2/20/04

Surface Transportation Manager

Attachment



Legend

— Flamingo

Exhibit 1 Figure 2

Hours of operation remain the same (6:00 am to 9:00 pm Monday thru Friday and
9:00 am to 5:00 pm Weekends/Holidays)

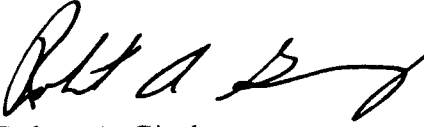


MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: April 13, 2004

FROM: 
Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 7(J)(1)(B)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 7(J)(1)(B)
4-13-04

RESOLUTION NO. _____

RESOLUTION AUTHORIZING EXECUTION OF THE SECOND
AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN
MIAMI-DADE COUNTY AND THE CITY OF HIALEAH, FLORIDA,
FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES,
AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE
THE PROVISIONS CONTAINED THEREIN

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County and further provides that all functions not otherwise specifically assigned to others under the Charter shall be performed under the supervision of the County Manager; and

Whereas, Miami-Dade County strives to create a region in which the mobility needs of the public are met by the creation of a transportation infrastructure including streets, highways, expressways and transit, and where transit needs are met not only by the County but also by municipalities; and

Whereas, Miami-Dade County is responsible for coordinating transit operations within the County, and through Interlocal Agreements to delegate transit operations to municipalities; and

WHEREAS, Miami-Dade County and the City of Hialeah first entered into an Interlocal Agreement approved by the Board of County Commissioners on September 7, 2000 (R-930-00) to address to the need for increased mobility for the citizens of the City of Hialeah with a term of two years with three one-year options to renew; and

WHEREAS, the First Amendment to the Interlocal Agreement between the City of Hialeah and Miami-Dade County authorizing the City to change route alignments and to increase the term of the original Agreement to five years was approved by the Board on June 4, 2002 (R-582-02) ; and

WHEREAS, the City wishes to operate service which is substantially different from that agreed upon in a prior Agreement, reconfiguring four routes to operate as two, and expanding service to a neighboring municipality under agreement with that municipality; and

WHEREAS, such a reconfiguration meets requirements of the Code and would be beneficial to the citizens of Miami-Dade County and the City,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Second Amendment to the Interlocal Agreement between Miami-Dade County and the City of Hialeah for the provision of public transportation services in substantially the form attached hereto and made a part hereof; authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and to exercise the provisions contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson

Katy Sorenson, Vice-Chairperson

Bruno A. Barreiro

Betty T. Ferguson

Joe A. Martinez

Dennis C. Moss

Natacha Seijas

Sen. Javier D. Souto

Jose "Pepe" Diaz

Sally A. Heyman

Jimmy L. Morales

Dorrin D. Rolle

Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 13th day of April, 2004. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

HARVEY RUVIN, CLERK

Approved by County Attorney as
to form and legal sufficiency. BJ

Bruce Libhaber

By: _____
Deputy Clerk

Raul L. Martinez
Mayor

Julio Robaina
Council President

Esteban Bovo
Council Vice President



Council Members

Vanessa Bravo
Sen. Roberto Casas
Eduardo Gonzalez
Cindy Miel
Jose Yedra

City of Hialeah

January 23, 2004

Mr. David Fialkoff
Chief of Services and Mobility Planning
Miami Dade Transit Authority
3300 NW 32nd Avenue
Miami, Florida 33142

Re: Second Amendment to the Local Circulator Interlocal Agreement

Dear Mr. Fialkoff

Enclosed please find four, (4) signed copies of the proposed second amendment to the Local Circulator Interlocal Agreement providing for the revision of the routes. Additionally, provided is a copy of the fully executed Interlocal Agreement between the City of Hialeah and the City of Hialeah Gardens allowing for the service to extend into the City of Hialeah Gardens. Please return two, (2) copies after they are fully executed. As always your cooperation is appreciated.

Sincerely,

Jorge de la Nuez
Acting Transit Manager

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN
MIAMI-DADE COUNTY, FLORIDA AND THE CITY OF HIALEAH**

This Second Amendment made and entered into this ____ day of _____, 2004, by and between MIAMI-DADE COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as the "County") and the CITY OF HIALEAH, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, by Resolution No. R-930-00, passed and adopted on September 7, 2000, the Board of County Commissioners authorized an Interlocal Agreement between the above-named parties for the purpose of providing an alternative form of supplemental public transit service to the residents and visitors of Hialeah; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 02-25 (Apr. 16, 2002), the City of Hialeah approved the First Amendment to the Interlocal Agreement, extending the term for five additional years through March 23, 2007 and revising the bus circulator routes; and the County

WHEREAS, by Resolution No. R-582-02, passed and adopted on June 4, 2002, the Board of County Commissioners authorized the First Amendment to the Interlocal Agreement; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 04-1 (Jan, 2004), the City of Hialeah approved the Second Amendment to the Interlocal Agreement, revising the bus circulator routes based on operational experience; and

WHEREAS, by Resolution No. _____, passed and adopted on _____, 200__, the Board of County Commissioners authorized the Second Amendment to the Interlocal Agreement; and

WHEREAS, the County and the City agree that the route structure be modified as shown in Attachment A.

NOW, THEREFORE, in consideration of the premises and mutual covenants expressed herein, the parties hereto agree to modify the route structure as shown in Attachment A. All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature.

ATTEST

FOR THE COUNTY:

Miami-Dade County, a political subdivision
of the State of Florida

Harvey Ruvin, Clerk

By its Board of County Commissioners


By: _____
Deputy Clerk

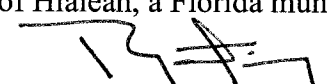
By: _____
County Manager

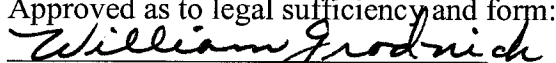
Date executed: _____

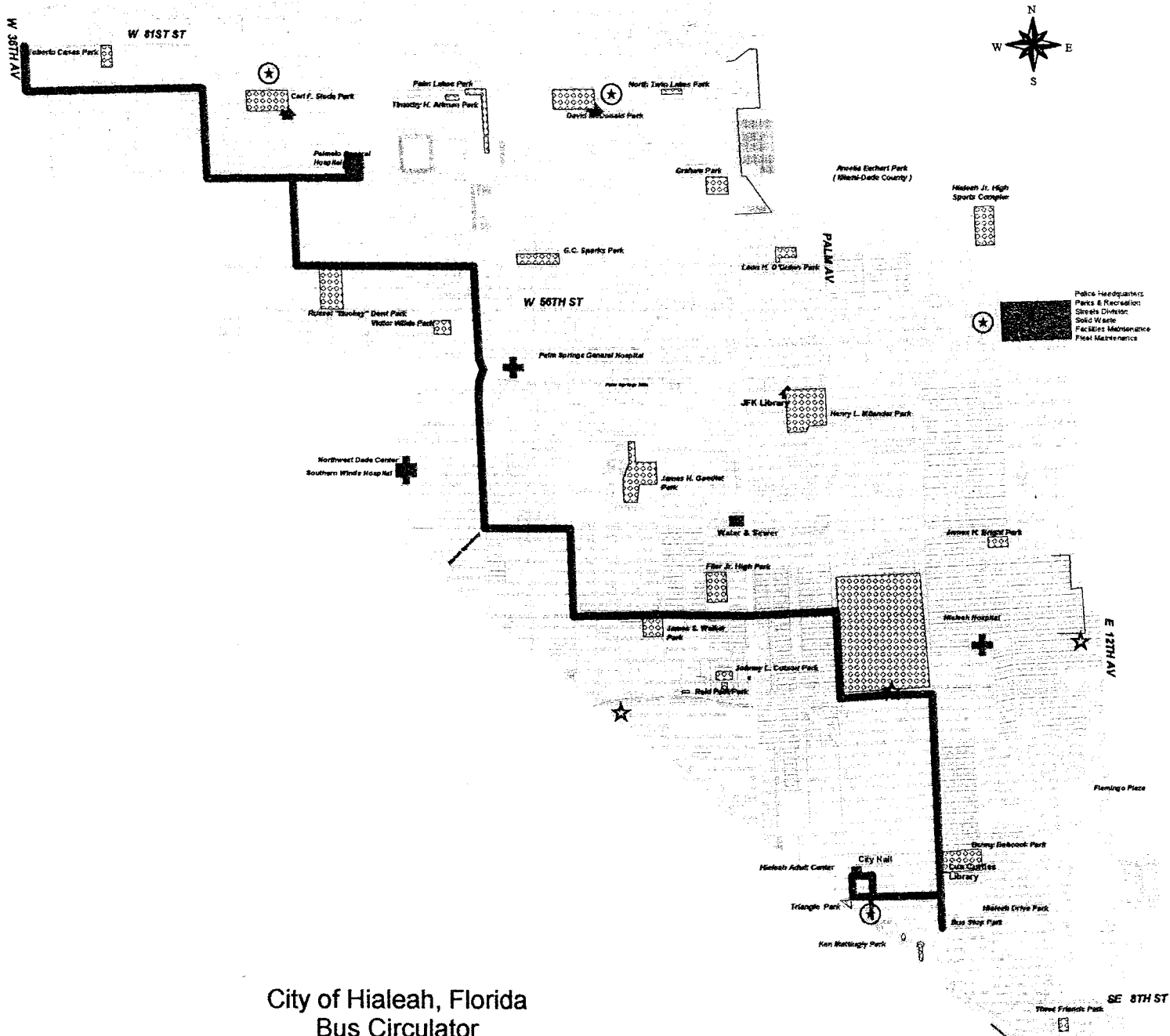
Approved by County Attorney as to
Form and legal sufficiency: _____

FOR THE CITY:

Attest:
By: 
Daniel F. DeLoach
City Clerk

City of Hialeah, a Florida municipal corporation
By: 
Mayor Raul L. Martinez

Approved as to legal sufficiency and form:

William M. Grodnick, City Attorney



Legend

Flamingo

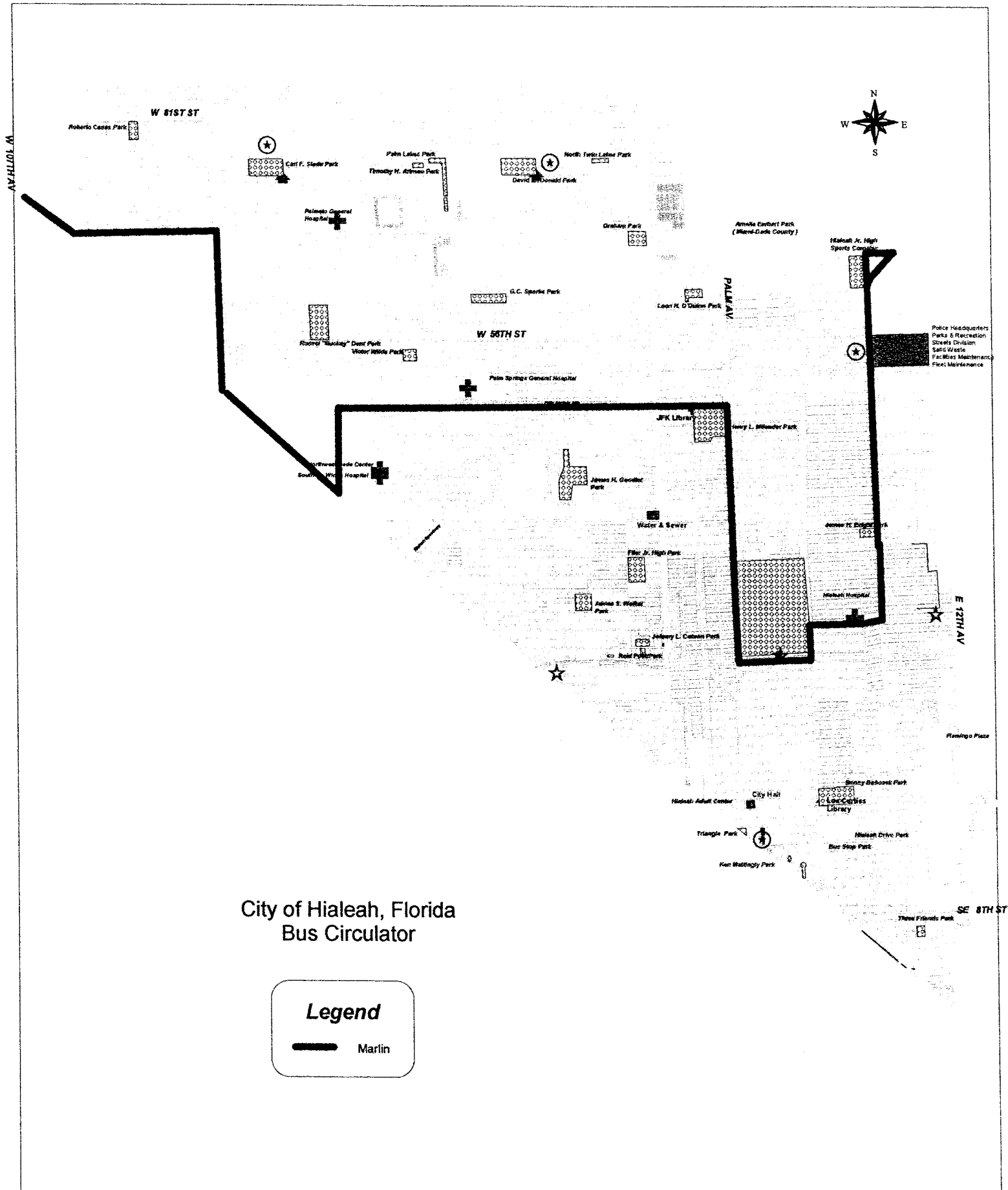


Exhibit 1 Figure 2

Hours of operation remain the same (6:00 am to 9:00 pm Monday thru Friday and
9:00 am to 5:00 pm Weekends/Holidays)

INTERLOCAL AGREEMENT BETWEEN CITY OF HIALEAH AND THE CITY OF HIALEAH GARDENS

~~2001~~ This Interlocal Agreement ("agreement") entered into this 14th day of January, ~~2001~~, by and between the City of Hialeah, Florida, a municipal corporation organized and existing under and by virtue of the laws of the State of Florida, 501 Palm Avenue, Hialeah, Florida 33010 and the City of Hialeah Gardens, a Florida municipal corporation, 10001 N.W. 87 Avenue, Hialeah Gardens, Florida 33016.

RECITALS

WHEREAS, the City of Hialeah, Florida and the City of Hialeah Gardens, Florida agree to enter into an interlocal agreement pursuant to section 163.01, Florida Statutes, that allows local governments to make the most efficient use of their powers to enable them to cooperate with other localities on the basis of mutual advantage; and

WHEREAS, pursuant to Hialeah, Fla., Resolution 04-02 (January 13, 2004), the City of Hialeah has authorized and approved the execution of this Agreement; and

WHEREAS, the City of Hialeah Gardens authorized and approved the execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations herein contained, and subject to the terms and conditions hereinafter stated, the parties hereto understood and agree as follows:

I. TERM

This term of this agreement is one year, commencing on February 1, 2004 or date of commencement of services and ending on January 31, 2005 or date of annual completion of services. This agreement will be in effect during the term indicated above. All activities as described in Article II. shall be undertaken, performed and completed within the term provided herein. The parties may agree to successive one-year renewals upon negotiation of the terms of the agreement.

II. RESPONSIBILITIES

The City of Hialeah will provide public transportation services to the residents of the City of Hialeah Gardens, as part of the People's Transportation Plan under the following terms and conditions:

A. *Provisions of the City Circulator.* The City of Hialeah shall provide transit services on one or more routes within the City of Hialeah Gardens as contained in Figure 1 and the service hours contained in Figure 2, a copy of which is attached hereto and made a part hereof as Composite Exhibit "1" during the implementation phase of the program. Any changes to routes as depicted and described in Composite Exhibit "1"

must be consistent with the requirements of the existing Hialeah Transit System. The City reserves the right to change routes depending on temporary street closures and ridership patterns and statistics.

B. *Fares.* The City of Hialeah shall operate its transit service within the territorial limits of the City of Hialeah Gardens, charging the fares according the fare schedule established by the Hialeah Transit System, as amended from time to time.

C. *Route information.* The City of Hialeah shall make available passenger maps for distribution to residents of the City of Hialeah Gardens.

D. *Bus stop signs and sign posts.* The City of Hialeah shall provide the City of Hialeah Gardens with bus stop signs and route decals. If the City of Hialeah Gardens is unable to install such bus stop signs, then the City of Hialeah may install the signs at designated locations.

E. *Accident notification.* The City of Hialeah will establish a protocol with the City of Hialeah Gardens regarding response to accidents occurring on the Hialeah Transit System within the boundaries of the City of Hialeah Gardens.

III. COMPENSATION AND PAYMENT TERMS

The City of Hialeah Gardens shall pay the City of Hialeah the annual sum of \$206,644.00 that represent the total costs identified in Exhibit "2", a copy of which is attached hereto and made a part hereof, for the transit services as provided herein. The City of Hialeah Gardens shall make payment each month in the amount of \$17,220.33 on the first day of each month following the commencement of services.

IV. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

The parties shall comply with all applicable laws, ordinances, codes, rules and regulations of federal, state and local governments.

V. NOTICES

All notices or other communications which shall or may be given pursuant to this agreement shall be in writing and shall be delivered by personal service, or by U.S. mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

CITY OF HIALEAH

Jorge de la Nuez, Acting Transit
Manager/ City of Hialeah
Fleet Maintenance Department
5601 East 8 Avenue
Hialeah, Florida 33012
Telephone: (305) 681-5757
FAX: (305) 953-2009

CITY OF HIALEAH GARDENS

Marcus Piloto
Finance Director
City of Hialeah Gardens
10001 N.W. 87 Avenue
Hialeah Gardens, Florida 33016
Telephone: (305) 558-3333
FAX: (305) 362-3449

VI. NONDELEGABLE AND NONASSIGNABLE

The duties and obligations undertaken by the parties herein pursuant to this agreement shall not be delegated or assigned to any person or firm. unless shall first consent in writing to the performance or assignment of such service or any part thereof by another person or firm. Under no circumstances shall either party assign, transfer, convey or otherwise hypothecated any interest, rights, duties or obligations hereunder or any part thereof.

VII. CONSTRUCTION OF AGREEMENT

This agreement shall be construed and enforced according to the laws of the State of Florida. Venue for any litigation, which may arise in connection with this Agreement, shall be in Miami-Dade County, Florida. The parties agree to be subject to the jurisdiction (subject matter and in personam) of the courts in Miami-Dade County, Florida and amenable to process.

VIII. SUCCESSORS AND ASSIGNS

This agreement shall be binding upon the parties herein, their heirs, executors, legal representatives, successors and assigns.

IX. INDEMNIFICATION

The City of Hialeah Gardens shall indemnify and save the City of Hialeah, its officials, employees, agents, representatives and attorneys, from and against any and all claims, liabilities, losses and causes of action which arise out of or in connection with all activities, responsibilities and obligations under this agreement, including all other acts or omissions to act on the part of the City of Hialeah or any person acting for or on its behalf, and from and against any orders, judgments, or decrees which may be entered and from and against all costs, attorney's fees, expenses incurred at the trial, appellate or administrative level or proceedings and liabilities incurred in the defense of any such claims or in the investigation thereof, subject to the limitations set forth in section 768.28, Florida Statutes.

X. TERMINATION

Each party retains the right to terminate this agreement, with or without cause, at any time. . If the City of Hialeah terminates this agreement, the City of Hialeah Gardens shall pay the City of Hialeah for those services performed prior to the date of termination.

XI. NONDISCRIMINATION

The parties agree that it shall not discriminate as to race, color, creed, national origin, religion, age or disability in connection with its performance hereunder.

XII. DEFAULT

If the City of Hialeah Gardens fails to comply with the terms and conditions of this agreement, or fails to perform hereunder, or files for bankruptcy or provides assignment or transfer to creditors, then the City of Hialeah, at its sole option upon written notice, may cancel and terminate this agreement, and all payments shall be made immediately to the City of Hialeah. The right to terminate contained in this article may be exercised subsequent to a bankruptcy of the City of Hialeah Gardens and the parties expressly agree the same shall be not be deemed a "De Facto clause" pursuant to Section 365(b)(2) of the Bankruptcy Code.

XIII. FORCE MAJEURE

Neither party shall be liable for failure or delay in performing obligations set forth in this agreement, and neither party shall be deemed in breach of its obligations, if such failure to delay is due to hurricane, flooding, tornado or other adverse weather events, disasters caused by human neglect or intervention, war, strike, lock-out, or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonable beyond the control of such party.

XIV. ENTIRE AGREEMENT

This agreement and its attachments and exhibits, if any, constitute the sole and only agreement of the parties and accurately set forth the rights, duties, and obligations of each to the other. Any prior agreements, promises, negotiations, or representations not expressly set forth in this agreement are of no force and effect.

XV. AMENDMENT

No amendments to this agreement shall be binding on either party unless in writing and signed by both parties.

XVI. MISCELLANEOUS

A. Captions, title and paragraph headings are for convenient reference and are not a part of this agreement. Such captions, title or paragraph headings shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions contained in this agreement.

B. The terms "City of Hialeah" and "City of Hialeah Gardens" as herein contained shall include the singular and/or the plural, the masculine, the feminine and/or the neuter wherever and whenever the context so requires or admits.

C. No waiver or breach of any provision of this agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

D. Should any provisions, paragraph, sentence, work or phrase contained in this agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, the City of Hialeah or the City of Hialeah Gardens, such provisions, paragraphs, sentences, words or phrases shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, then same shall be deemed severable, and in either event, the remaining terms and provisions of this agreement shall remain unmodified and in full force and effect.

E. Each party represents that this agreement has been duly authorized, executed and delivered by the governing body of their respective city and that each city has the required power and authority to perform this agreement.

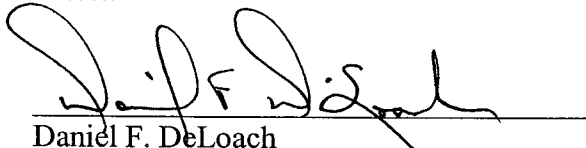
F. Further Assurances. All parties hereto upon the request of any other party shall execute such further instruments or documents as may be reasonably required by the requesting party to implement the terms, conditions and provisions of this agreement.

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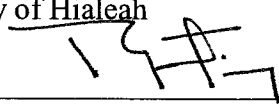
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by the respective officials thereunto duly authorized, this the day and year first above written.

City of Hialeah, Florida
501 Palm Avenue
Hialeah, Florida 33010-0040

Attest:


Daniel F. DeLoach
City Clerk

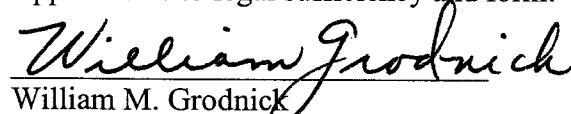
Authorized signature on behalf of
City of Hialeah


Mayor Raul L. Martinez

1-14-04
Date

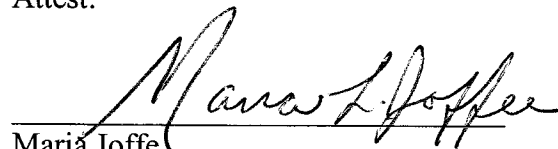
(SEAL)

Approved as to legal sufficiency and form:

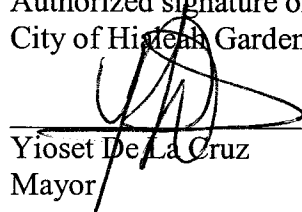

William M. Grodnick
City Attorney

City of Hialeah Gardens
10001 N.W. 87 Avenue
Hialeah Gardens, Florida

Attest:


Maria Joffe
City Clerk

Authorized signature on behalf of
City of Hialeah Gardens


Yioet De La Cruz
Mayor

Date

(SEAL)